

**Borough of West Conshohocken
Montgomery County, PA
Resolution No. 2016-09**

**FINAL SUBDIVISION AND LAND DEVELOPMENT
APPROVAL RESOLUTION
142 MOIR AVENUE AND 143 JOSEPHINE AVENUE**

WHEREAS, LS Realty Associates, LLC (the "Applicant") is the developer and owner of those certain parcels of ground located along Moir Avenue and Josephine Avenue in the Borough of West Conshohocken ("Borough"), and being further identified as Montgomery County tax parcel nos. 24-00-01948-00-8, 24-00-01724-00-7, 24-00-01728-00-3, 24-00-01720-00-2 and 24-00-01664-00-4 (collectively, the "Premises").

WHEREAS, the Applicant intends to develop ten (10) townhomes along with various improvements on the Premises.

WHEREAS, the proposed project is located within the R-2, Residential Zoning District and Steep Slopes Conservation Overlay District and will have public utilities servicing the Premises.

WHEREAS, the Applicant is requesting plan approval for a final plan prepared by Site Engineering Concepts, LLC, titled "142 Moir Avenue and 143 Josephine Ave", dated September 8, 2015, and last revised March 29, 2016, ("Plan") for subdivision and land development of the Premises.

WHEREAS, on April 7, 2016, the Borough Planning Commission recommended conditional final approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Council for the Borough of West Conshohocken, Montgomery County, this 12 day of April, 2016, that said application for Final Subdivision and Land Development is **APPROVED WITH CONDITIONS**.

1. **Plan**: 142 Moir Avenue and 143 Josephine Ave Subdivision and Land Development Plan prepared by Site Engineering Concepts, LLC dated September 8, 2015, and last revised March 29, 2016, is hereby approved for final approval subject to the conditions detailed herein.

2. **Conditions of Approval**:

a.) Applicant must comply with the following review letters and approvals:

1). West Conshohocken Planning Commission minutes: (Dated April 7, 2016)

2). Pennoni Associates, Inc., Engineering Letter: (Dated March 29, 2016).

3). Montgomery County Planning Commission Letter
(to the satisfaction of the Borough Engineer): (Dated April 1, 2016)

b) The Applicant must obtain any necessary approvals and reviews from the Borough Engineer, Borough Fire Marshal, Borough Traffic Engineer; Montgomery County Conservation District; Montgomery County Health Department; Pennsylvania DEP; PennDOT; US Army Corps of Engineers; and any necessary planning modules and any necessary permits, including an NPDES permit and Highway Occupancy Permit, before the final plan is recorded.

c) Prior to recording of the final Land Development Plan, Applicant shall execute an Improvements and Financial Security Agreement on a form drafted by the Borough Solicitor and post financial security in the form of cash, a set-aside agreement, letter of credit or a bond, to guarantee the installation of all public improvements associated with the development. If a bond is utilized, it must be in such form as attached hereto as Exhibit "A".

d) Applicant shall comply with all terms of Application #15-01 for the conditional use approval obtained and Application #15-01 for the zoning relief granted.

e) Applicant must complete all easements and corresponding maintenance agreements, if any, in a form satisfactory to the Borough Solicitor prior to the recording of the Plan.

f) The Applicant must submit all homeowner association documents and condo association documents, if any, to the Borough Solicitor's office for review and approval prior to the recording of the final plans.

g) All outstanding Borough fees, impact fees, fees for the Borough engineer and fees for the Borough solicitor associated with the review and approval of the application shall be paid in full before the final plan is recorded.

h) Applicant shall receive a credit of one (1) EDU of sewer capacity previously allocated to the Premises. Applicant shall purchase nine (9) EDUs of sewer capacity, currently \$4,714.00 per EDU, for a total cost of Forty-Two Thousand Four Hundred Twenty-Six Dollars (\$42,426.00). The fees shall be paid prior to the recording of the final plan.

i) Prior to recording the final plan, the Applicant shall file a Deed of Consolidation in a form satisfactory to the Borough Solicitor in order to consolidate the parcels shown on the Plan into one parcel and one legal description.

j) The Applicant has agreed, and it is a condition of approval, that the developer of the project will install a two hour fire wall comprised of masonry block that will protrude through the roof line 30 inches or more above the roof line of each of the adjacent roofs.

3. **Waivers and Deferrals:** The Applicant has requested the following waivers and deferrals from the Subdivision and Land Development Ordinances:

a) The request for a waiver from **§102-11.C** regarding existing features and topography within 400 feet of the property line being subdivided is hereby:

Granted ✓ Denied _____

b) The request for a waiver from **§102-20.A(1)** regarding relief from sidewalks on the private drive is hereby:

Granted ✓ Denied _____

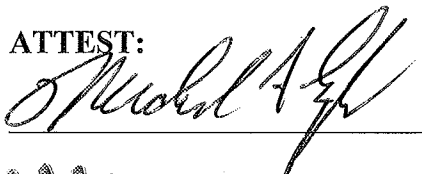
c) The request for a waiver from **§102-25.J(4)** regarding relief from utilizing a minimum 18" storm water pipe is hereby:

Granted ✓ Denied _____

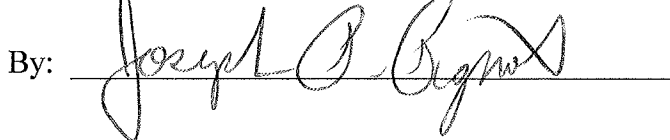
In the event that the Resolution is not delivered to the Borough within ten days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the application shall be considered to be denied for the reasons set forth in the review letters listed in paragraph two (2).

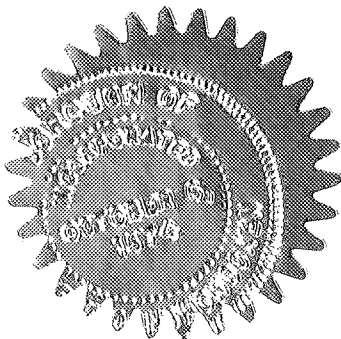
RESOLVED AND APPROVED this 12th day of April, 2016.

ATTEST:



BOROUGH OF WEST CONSHOHOCKEN

By: 



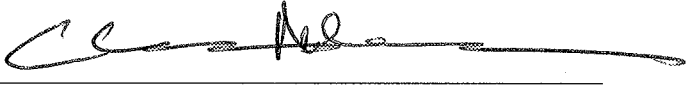
ACCEPTANCE OF CONDITIONS:

I, CHRIS ARAZER, being the Applicant or an authorized agent of the Applicant, do hereby acknowledge and accept the Plan Approval issued by the Borough of West Conshohocken and accept the conditions contained therein as recited above.

ATTEST:

LS REALTY ASSOCIATES, LLC

By: 

By: 

Date: 4/12/16

SURETY BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS THAT we, (insert name of principal) _____ of (insert address) _____, as Principal and (insert name of surety) _____ of (insert address) _____, as Surety are held firmly bound unto **WEST CONSHOHOCKEN BOROUGH**, Pennsylvania, as Obligee, in the full and just sum of (insert amount) _____ (\$ _____), for the payment of which sum well and truly to be made hereby, as we jointly and severally bind ourselves, our successors and assigns, firmly by these presents.

SEALED with our seals and dated this _____ day of (insert month), 20____.

WHEREAS, the above bound Principal has entered into a certain Development Agreement dated _____ ("Agreement") with Obligee to construct certain improvements in accordance with the final land development or subdivision plan referred to therein and to meet certain other obligations described therein and to comply with the applicable regulations, specifications, standards, ordinances and laws of the said Township and the Commonwealth of Pennsylvania.

NOW, THEREFORE, it is agreed that the Surety shall pay to Obligee upon written notice, sent by registered mail to Surety, at its address at (insert address) _____ any and all sums which Obligee claims that the Principal owes, including but not limited to the cost of labor and materials for proper installation of the improvements, any and all unpaid legal, engineering and other consultant and administrative fees owed to Obligee by the Principal, by reason of default in the Agreement. Such payments shall be made by Surety to Obligee within ten (10) business days of receipt of said notice. The Surety expressly waives notice of non-payment, non-performance or non-observance. The Surety expressly agrees that its liability shall not be in any way discharged or impaired by any variation or violation, with or without its knowledge, in any of the conditions of the Agreement by or on behalf of or with the knowledge of the Obligee and/or the Principal. The Surety shall not have defense for non-payment under this Bond for any reason. The Surety's total obligation hereunder shall not exceed the amount of this Bond and the amount of this Bond shall be credited to the extent of any prior payments made by the Surety.

PROVIDED, FURTHER, that this obligation shall become effective on _____ and shall remain in full force and effect thereafter for a period of one (1) year and will automatically extend for additional sixty (60) day periods from the present or any further expiration, unless the Surety provides Obligee with not less than sixty (60) days written notice of its intention not to renew this obligation. Written notice to the Obligee shall be by registered mail, addressed to the Obligee at _____. Written notice to the Principal shall be by registered _____ mail, addressed to _____ at _____. Surety remains liable for all obligations occurring under the Agreement prior to the date of termination. Should the Principal not present the Obligee with a replacement Bond or other acceptable security, satisfactory to the Obligee in form

and amount, at least thirty (30) days before such termination date, the Obligee may recover the amount owing, up to the full amount of the penal sum from the Surety and may hold and use the proceeds thereof as security toward payment. Notwithstanding any cancellation or termination of the Agreement, this Bond shall continue in force until expressly released in writing by Obligee or otherwise terminated in accordance with the terms hereof.

(INSERT NAME OF PRINCIPAL) Principal

(INSERT NAME OF SURETY) Surety
